

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2115

Heard at Montreal, Wednesday, 13 February 1991

concerning

VIA RAIL CANADA INC.

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

DISPUTE:

Claim for a relocation allowance on behalf of Mr. C. Jefferson.

JOINT STATEMENT OF ISSUE:

With the implementation of the January 15, 1990, service cuts, the grievor was required to relocate from Sydney to Truro, Nova Scotia in order to hold a position.

It is the Brotherhood's contention that in doing so, Mr. Jefferson was entitled to the benefits of Article D.11 of the Special Agreement, which provides for a payment to offset the difference in cost to homeowners who are required to purchase a home at a costlier location.

The Corporation rejected the claim on the basis that the difference in cost of housing between the two locations does not meet the minimum requirement as set-out in the relocation matrix, Appendix "B", of the Special Agreement.

FOR THE BROTHERHOOD:

(SGD.) A. CERILLI
for: NATIONAL VICE-PRESIDENT

FOR THE CORPORATION:

(SGD.) M. ST-JULES
for: DEPARTMENT DIRECTOR, LABOUR
RELATIONS

There appeared on behalf of the Corporation:

C. Pollock	-- Senior Officer, Labour Relations, Montreal
M. St-Jules	-- Senior Negotiator & Advisor, Labour Relations, Montreal
D. Fisher	-- Senior Officer, Labour Relations, Montreal
R. Wesley	-- Senior Officer, Labour Relations, Montreal
J. Kish	-- Senior Advisor, Labour Relations, Montreal
D. Wolk	-- Manager Customer Services, Montreal

M. M. Boyle -- Observer
D. David -- Observer

And on behalf of the Brotherhood:

A. Cerilli -- Regional Vice-President, Winnipeg
T. McGrath -- National Vice-President, Ottawa
G. Murray -- Regional Vice-President, Moncton
R. J. Stevens -- Regional Vice-President, Toronto
R. Moreau -- Regional Vice-President, Montreal
J. Brown -- Representative, Montreal
A. Della Penna -- Local Chairperson, Montreal
F. Bisson -- Local Chairperson, Montreal
J-J Journault -- Local President, Montreal
K. Williams -- Secretary, Local Grievance
Committee, Winnipeg
K. Sing -- Local Chairperson, Halifax
R. Dennis -- Local Chairperson, Moncton
L-P Rousseau -- Member, Local 335, Belleville
L. Robichaud -- Witness

AWARD OF THE ARBITRATOR

Upon a review of the material presented the Arbitrator is satisfied that the treatment by the Corporation of Mr. Jefferson as regards his claim for relocation allowance has been in keeping with the provisions of the Special Agreement, and in particular with the agreed principles governing the payment of the relocation allowance evidenced in Appendix B of the Special Agreement.

Article D.11 of the Special Agreement provides that in circumstances of relocation to locations other than those shown on the matrix the parties are to consider a special relocation allowance "... in keeping with the principles shown in the matrix." The Arbitrator is satisfied that the matrix reflects an understanding that employees are entitled to receive ten per cent of the difference of the cost in home prices, where the difference exceeds \$3,000.00. The Brotherhood has not established to the satisfaction of the Arbitrator that those conditions apply in the circumstances of Mr. Jefferson. For these reasons the grievance must be dismissed.

February 15, 1991

(Sgd.) MICHEL G. PICHER
ARBITRATOR